Carrier Service Technician App

End User License Agreement

This End User License Agreement ("Agreement") is a binding agreement between you ("you") and Carrier Corporation ("Company"). This Agreement governs your use of the App (as defined below). The App is licensed, not sold, to you. BY CLICKING THE "AGREE" OR "ACCEPT" BUTTON WHEN PROMPTED, WHETHER UPON DOWNLOAD OF THE APP, OR REGISTRATION OF AN APP ACCOUNT, OR BY OTHERWISE USING THE APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD THE APP, REGISTER AN APP ACCOUNT OR OTHERWISE USE ANY PART OF THE APP.

- 1. <u>License Grant</u>. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to:
 - A. download, install, access and use the Service Technician Application and any related software and applications (with all related documentation, collectively, "App") for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device"), strictly in accordance with the HVACpartners Terms of Use available at https://www.shareddocs.com/hvac/docs/1010/Public/02/HVACpartners Terms of Use
 .htm ("Terms of Use") and all related mobile application documentation; and
 - B. access, stream, download and use on your Mobile Device any Content (as defined in Section 5) made available in or otherwise accessible through the App, strictly in accordance with this Agreement and our Website Terms of Use applicable to such Content as set forth in Section 5.
- 2. License Restrictions: You will not:
 - A. copy the App, except as expressly permitted by the license set forth in this Agreement;
 - B. modify, translate, adapt or otherwise create derivatives works or improvements, whether or not patentable, of the App;
 - C. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
 - D. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the App, including any copy thereof;
 - E. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time; or

- F. remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the App.
- 3. Reservation of Rights. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the App, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
- 4. Collection and Use of Your Information. You understand and acknowledge that when you download, install or use the App, Company may use automatic means (including, for example, wired or wireless connections, cookies, web beacons and other technologies) to collect and store information about your Mobile Device and your use of the App to Company's servers. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the App or certain of its features or functionality, and the App may share information about you with others, such as our service providers. All information collected through or in connection with this App is subject to Privacy Notice available our at https://www.carrier.com/residential/en/us/privacy-notice/ ("Privacy Notice"). By downloading, installing, using and/or providing information to or through this App, you hereby grant Company a non-exclusive, perpetual, irrevocable, sub-licensable license, in accordance with the Privacy Notice, to use Customer Data (i) in connection with making the App available to you, (ii) to improve our products and services, including to develop new offerings, and (iii) to create and compile de-identified, aggregated datasets and/or statistics for the purposes of benchmarking, development of best practices and other research, statistical and marketing purposes ("Company Derivative Works"). All such Company Derivative Works shall be exclusively owned by Company. "Customer Data" means all user information, test information, data, test analyses and results, and other information and data input by or on behalf of you into the App and all information and data that is generated, produced and reported through use of the Connected Equipment (as defined below) by or on behalf of you.
- 5. <u>Content</u>. The App may provide you with access to (a) Company's websites such as HVACpartners.com and related databases (collectively, "Website"), and products and services accessible thereon, and (b) end users' connected HVAC equipment ("Connected Equipment"), and data collected from such Connected Equipment, and certain features, functionality and content accessible on or through the App may be hosted on the Website (collectively, "Content"). Your access to and use of such Content, including your use of end users' personal information and any data collected from Connected Equipment, is governed by the Website Terms of Use and Privacy Notice, which are incorporated herein

by this reference. Your access to and use of such Content may require you to acknowledge your acceptance of such Terms of Use and Privacy Notice and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the App's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

- 6. Geographic Restrictions. The Content is based in the United States and provided for access and use only by persons located in the United States and Canada. You acknowledge that you may not be able to access all or some of the Content outside of the United States and Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Content from outside of the United States or Canada, you are responsible for compliance with local laws.
- 7. <u>Updates</u>. Company may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Depending on your Mobile Device settings, when your Mobile Device connects to the internet, (a) the App may automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

8. Third-Party Providers and Materials.

- A. Portions of the App may be hosted, maintained and/or otherwise supported by third-party providers. Company is not responsible for third-party providers, including their failure to host, maintain or otherwise support the App for any period of time. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any third-party hosting, maintenance or other support of the App.
- B. The App may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms of use.

- 9. <u>Term and Termination</u>. The term of this Agreement commences when you first download or install any portion of the App and continues in effect until terminated by you or Company as set forth in this Section. You may terminate this Agreement by deleting/uninstalling the App and all copies thereof from your Mobile Device. Company may terminate this Agreement with respect to any web or mobile applications or related software, at any time without notice if it ceases to support all or part of such applications or related software. In addition, this Agreement will terminate in its entirety, immediately and automatically, without any notice, if you violate any of the terms of this Agreement. Upon termination, (a) all rights granted to you under this Agreement will also terminate; and (b) you must cease all use of the App, including by deleting/uninstalling all copies from your Mobile Device. Termination will not limit any of Company's rights or remedies at law or in equity.
- 10. Disclaimer of Warranties. THE APP AND ANY CONTENT ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP OR ANY CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP OR ANY CONTENT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE, RELIABILITY OR AVAILABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- 11. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP OR ANY CONTENT FOR:
 - A. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND

B. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APP.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

- 12. <u>Indemnification</u>. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or your breach of this Agreement.
- 13. Export Regulation. The App may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You agree not to, directly or indirectly, export, re-export or release the App to, or make the App accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You further agree to comply with all applicable U.S. laws, regulations and rules, and to complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the App available outside of the U.S.
- 14. <u>Severability</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 15. <u>Governing Law</u>. This Agreement is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the App shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana, in each case located in the City of Indianapolis. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- 16. <u>Limitation of Time to File Claims</u>. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- 17. <u>Entire Agreement</u>. This Agreement, the Website Terms of Use and Privacy Notice, constitute the entire agreement between you and Company with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

18. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right under this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any right under this Agreement preclude further exercise of that or any other right under this Agreement. To the extent of a conflict between this Agreement and any other applicable terms, the terms of this Agreement will govern.

Privacy Notice

Carrier Global Corporation and its subsidiaries and affiliates (collectively, "Carrier"), are committed to protecting the privacy of visitors to our websites ("Websites") and users of our mobile applications ("Apps"). It is important that our users understand how we collect, use and disclose Personal Information (as defined below). Carrier has implemented technical, administrative and physical measures to safeguard any personal information that we may collect.

This Privacy Notice describes our practices related to Personal Information collected through the Websites and Apps, unless there is a separate privacy notice for a particular website or mobile application.

Carrier has a separate General Privacy Notice that covers Personal Information that Carrier may collect and process separate and apart from its Websites and Apps. If you apply for a job through this Website, Carrier's use of the Personal Information you provide through the Careers section is governed by Carrier's Job Applicant Privacy Notice found in that Careers section, and not this Privacy Notice. For individuals in the United States, Carrier has a HIIPA Privacy Notice and Privacy Protection Policy for Social Security Numbers. Carrier may use cookies and other tracking technologies on its Websites and Apps; please consult our Cookies Policy.

What Personal Information does Carrier collect? How does Carrier collect such Personal Information?

"Personal Information" is information through which a natural person is identifiable or may be identified. Carrier collects, uses and processes your Personal Information in order to provide you with services, products or information that you request.

The collection of Personal Information will be transparent to you, and you will have the opportunity to decide whether or not to provide it. If you choose not to provide any of the Personal Information requested, Carrier may be unable to complete your transaction, or provide the information, services or products you have requested.

Carrier collects information, including Personal Information, from you when you submit a form or request, or register a product with Carrier, such as: name, physical address, the company for whom you work, phone number, email address and fax number, as well as any other Personal Information you provide to Carrier. Carrier may also ask you to provide information about the product you are registering (e.g. a device identifier) or the person/company that installed or maintains it.

Carrier may also collect information through your use of our Websites or Apps, such as device identifiers, IP address, log files, and location data. Please see "How does Carrier use cookies or other tracking technologies?" below for more information.

Your mobile or internet services providers may have a conflicting privacy position or policy that permits them to capture, use and/or retain your Personal Information when you visit the Websites or use the Apps, but Carrier is not responsible for and does not

control how other parties may collect your Personal Information when you access the Websites or Apps.

Why does Carrier collect your Personal Information?

Our purpose in collecting this information is to provide customized services and content relevant to your specific needs and interests. Your information may be used by Carrier to carry out our contractual obligations, authenticate you as a user and allow you access to certain areas of our Website, Apps or social media sites or allow you to apply for a position at Carrier.

Except where used in support of a contract with you or to fulfil a legal obligation, our use of your Personal Information will be only for legitimate business interests as set out below. Personal Information collected on the Websites or Apps may be used to:

- Conduct basic business operations, such as communicate with customers and business planning;
- Provide investor services;
- Provide requested information, items, or services;
- Respond to your request or further process your submitted form;
- Advertise products, services, promotions and events relating to Carrier;
- Improve our products, services, Websites and Apps;
- Verify your identity to ensure security for one of the other purposes listed here;
- · Analyze your behavior on our Website and Apps;
- Respond to a legitimate legal request from law enforcement authorities or other government regulators;
- Obtain your location data in order to provide requested information or services;
- Protect against fraud or investigate suspected or actual illegal activity;
- Develop new offerings, improve the quality of our products, improve and personalize user experience, and better prepare future content based upon your interests and those of our general user population; or
- Conduct investigations to ensure compliance with, and comply with, legal obligations.

Where is Personal Information stored?

Because Carrier is a global company with locations in many different countries, we may transfer your information from one legal entity to another or from one country to another within Carrier in order to accomplish the purposes listed above. These countries include, at a minimum, the United States, the member states of the European Union, the United Kingdom, Switzerland, Canada, and other countries, including some in Asia. We will transfer your Personal Information consistent with applicable legal requirements and only to the extent necessary for the purposes set out above.

Carrier relies on available legal mechanisms to enable the legal transfer of Personal Information across borders. To the extent that Carrier relies on the Standard Contractual Clauses (also called the Model Clauses) or Binding Corporate Rules to authorize transfer, Carrier will comply with those requirements, including where there may be a conflict between those requirements and this Privacy Notice. To read UTC's

Binding Corporate Rules, click here to select the version in the language of your choosing.

Does Carrier use your Personal Information to contact you?

Carrier may use the Personal Information you provide to contact you about products, services, promotions, special offers, surveys, and other information that may be of interest to you. If you prefer not to receive such communications, please use the "unsubscribe" function within the Websites or Apps, or let us know by sending an email to privacy@carrier.com.

Carrier will ensure that any marketing communications sent by electronic means will provide a simple method for you to opt-out or unsubscribe. Please note that if you unsubscribe from marketing communications, you may continue to receive communications about our account or transactions with us.

We will also use your Personal Information to contact you in response to a direct inquiry or if you register to receive communications on any of the Websites, such as the Investors section if available.

Does Carrier share the information it collects with third parties?

Carrier may share your Personal Information with its affiliated companies and subsidiaries, such as companies in which Carrier has control, through either direct or indirect ownership for the purposes set out above. When we do so, your Personal Information will be shared in accordance with our Binding Corporate Rules.

In addition, Carrier will provide access to or share Personal Information on an asneeded basis with third parties, such as trusted service providers, consultants and contractors who are granted access to Carrier facilities and systems or which provide services to Carrier, and with government agencies and others as required by law. In particular, Carrier will only share your Personal Information outside Carrier to:

- Service providers, dealers, distributors, agents or contractors that Carrier has retained to
 perform services on our behalf. Carrier will only share your Personal Information with
 third parties whom Carrier has contractually restricted from using or disclosing the
 information except as necessary to perform services on our behalf or to comply with
 legal requirements;
- comply with legal obligations, including but not limited, to complying with tax and regulatory obligations, sharing data with labor/trade unions and works councils, and responding to a court proceeding or a legitimate legal request from law enforcement authorities or other government regulators;
- Investigate suspected or actual illegal activity:
- Prevent physical harm or financial loss; or
- Support the sale or transfer of all or a portion of our business or assets (including through bankruptcy).

Your Personal Information will also be maintained and processed by our service providers in the United States, the member states of the European Union, the United Kingdom, Switzerland, Canada, Asia, and in other jurisdictions, within an appropriate legal and contractual framework.

How does Carrier secure Personal Information?

Carrier is committed to ensuring the security and integrity of Personal Information.

Carrier has adopted reasonable physical, technical and administrative procedures to safeguard your Personal Information. However, due to the nature of Internet communications, we cannot guarantee or warrant that your transmission to us is secure.

How long do we keep your Personal Information?

The Personal Information you provide to Carrier is only kept for as long as it is reasonably necessary for the purposes for which it was collected, taking into account our need to comply with contractual obligations, resolve customer service issues, comply with legal requirements and provide new or improved products and services to users. This means that we may retain your Personal Information for a reasonable period after you stopped using the Carrier Websites or Apps. After this period, your Personal Information will be deleted from all systems of Carrier without notice.

How can you correct, change or delete your information held by Carrier?

You may request to access, update, correct, change, or delete your Personal Information at any time. Carrier will use reasonable efforts to timely update and/or remove your Personal Information. To protect the user's privacy and security, Carrier will take steps to verify the user's identity before making any requested access or change. To access, update, correct, change, or delete your Personal Information, to ask questions or to raise concerns regarding data protection and privacy, send an email to privacy@carrier.coma>. Some of our Websites, Apps, and social media accounts allow you to make corrections directly at the site without need to further contact Carrier.

Please note that while we will assist you in protecting your Personal Information, it is your responsibility to protect your passwords and other access credentials from others.

What should you understand about the third party links that may appear on this Website?

In some instances, Carrier may provide links to non-Carrier controlled websites, which Carrier will make reasonable efforts to identify as such. Carrier does not control such third party websites, however, and cannot be responsible for the content or the privacy practices employed by other websites. Furthermore, this Privacy Notice does not govern information collected about you by third parties.

How does Carrier use cookies or other tracking technologies?

Cookies

Carrier may use cookies on this Website. Cookies are small text files sent to and stored on users' computers. We use cookies to allow the Website to recognize repeat users, facilitate users' access to the Website, and allow the Website to compile aggregate data that will allow content improvements. Cookies do not damage users' computers or files. If you do not want cookies to be accessible by this or any other Carrier Website, you should adjust the settings on your browser program to deny or disable the use of cookies. However, denying or disabling cookies or similar technology may prevent you from accessing some of our content or using some of the features on the Website. Carrier may also use cookies and similar technology placed by one of our business or advertising partners to enable Carrier to learn which advertisements bring users to our Website.

In addition, Carrier monitors user traffic patterns throughout its Websites according to a user's domain name, browser type, date and time of access, and pages viewed. Our Web servers collect the domain names but not the email addresses of visitors. This information is collected in order to measure the number of visitors to our Website and to determine which areas of the Website users find useful based upon the amount of traffic to particular areas. Carrier uses this information to enhance users' experience at the Website and to better prepare future content based on the interests of users.

Web Beacons

This Website may also use web beacons. A web beacon is usually a pixel on a <u>website</u> that can be used to track whether a user has visited a particular website to deliver targeted advertising. Web beacons are used in combination with <u>cookies</u>, which means that, if you turn off your browser's cookies, the web beacons will not be able to track your activity. The web beacon will still count as a website visit, but your unique information will not be recorded.

Information collected by web beacons may include IP address information (see below). Web beacon information is also used for:

- Advertising and email auditing, and reporting;
- Personalization;
- Site traffic reporting; and
- Unique visitor counts.

IP Addresses

An Internet Protocol (IP) address is a number that is used by computers on the network to identify your computer every time you log on to the Internet.

Carrier may collect and keep track of IP addresses to, among other things:

- Maintain Website safety and security;
- Restrict access to our Websites to certain users:

- Troubleshoot technical issues; and
- Better understand how Carrier Websites are used.

Log Files

Carrier (or third parties on behalf of Carrier) may collect information in the form of log files that are recording Website activities and statistics about web users' habits.

Log files are used for internal purposes only. By using log files, Carrier can constantly improve and customize their Websites and applications.

The entries help us gather, among other things:

- · Internal marketing and demographic studies;
- A user's browser type and operating system;
- Information about a user's session (such as the URL, the date and time our Website was visited and which pages and for how long were viewed on our Website); and
- Other similar navigational or click-stream data.

Social Network Information

Social network information is any information that you permit a third party social network to share with third party application developers such as Carrier. Social network information includes any information that is part of your profile on a third party social network. Such social network may include, but is not limited to, Twitter, Facebook, google+.

To find out how your information from a social network may be obtained by us (or other third party application developers), please go on the settings page of the relevant social network. Furthermore, you acknowledge that we may use your Personal Information to match information with a social network for advertising purposes.

Carrier cannot make assurances about the security of information that you share with third parties, including information you share with social media sites.

For more information about cookies and other tracking technologies, click here.

How may Carrier use location data?

Carrier is a global provider of building technologies. Our fire safety, security, building automation, heating, ventilating, air-conditioning and refrigeration systems and services promote integrated, high-performance buildings that are safer, smarter and sustainable. As such, the following are some examples of when location data may be requested to provide some of the services that Carrier has to offer:

 To improve building product capability, such as use your location data in one of our buildings to dynamically adjust ventilation, heating and cooling settings, to turn the lights on or off, or to unlock doors:

- If you are a visitor to or an employee at our headquarters, use your location data to help you locate the nearest printer or conference room, in order to provide an enhanced experience at our headquarters;
- To enable real estate agents using our Supra™ services to obtain or provide listing or showing information while using Supra's Apps; or
- To determine which service technician is closest to a service call.

In addition, Carrier may use location data for location and/or timekeeping purposes for employees or contractors.

In all of these cases, Carrier will ask permission to collect your location data and so the collection of this data will be transparent to you – you will have the opportunity to decide whether or not to provide your location data. If you choose not to provide your location data, Carrier may be unable to provide the requested service or complete the requested transaction.

What additional information should specific users know?

Parents, Guardians, and Children: Our Apps and Websites are intended for visitors who are at least 18 years of age, or the age of majority in their jurisdiction of residence. Carrier does not knowingly solicit information from, or market products or services to, children. If you do not meet the age requirements set out above, please do not enter your Personal Information on this or any other Carrier Websites or Apps.

Users from California:

If you are a resident of California, effective January 1, 2020, you have certain rights under the California Consumer Privacy Act of 2018 ("CCPA"), including the right to:

- know what categories of personal information about you we have collected and used, including how the personal information was collected and the purpose for the collection and use:
- b. know what categories of personal information are being sold or disclosed to third parties and, if sold or disclosed, the categories of third parties receiving it;
- c. access specific personal information collected about you;
- d. request that your personal information be deleted.

Requests to exercise rights under the CCPA are subject to verification by Carrier and are also subject to certain restrictions provided by the CCPA. We will not discriminate against California residents for exercising any of their applicable CCPA rights. While California residents have the right to opt-out of the sale of their personal information under CCPA, Carrier does not sell personal information to third parties. If our practices change, we will update this Privacy Notice and take any necessary action to comply with applicable law.

California residents who wish to exercise their CCPA rights can contact Carrier at privacy@carrier.com or use the webform located here. You can also contact us at 1-833-617-0050. When contacting us to exercise your rights, please put "California Privacy Rights" in the subject and body of your request and describe the nature of your request.

Annually California residents may request and obtain information that Carrier shared with other businesses for their own direct marketing use within the prior calendar year (as defined by California's "Shine the Light Law"). If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with which Carrier shared this information in the immediately preceding calendar year. To obtain this information, please send an email message to privacy@carrier.com with "California Shine the Light Privacy Request" in the subject line as well as in the body of your message.

Users from the European Union and other countries with privacy laws: You have the right to lodge a complaint with your national or state data protection authority, which may also be known as a supervisory authority. You also have the right to: (i) request access to and correction or erasure of your Personal Information; (ii) seek restrictions on; or (iii) object to the processing of certain Personal Information, and seek data portability under certain circumstances. To contact Carrier about a request to access, correct, erase, object or seek restrictions or portability, please use the contact methods indicated at the end of this notice.

Users from the US: Carrier does not collect Social Security Numbers through its Websites.

How might Carrier change this Privacy Notice?

As Carrier expands and improves its Websites and its Apps, or as legal requirements change, we may need to update this Privacy Notice. This Privacy Notice may be modified from time to time without prior notice. We encourage you to review this Privacy Notice on a regular basis for any changes. The date of the latest version will be identified at the bottom of the policy.

How can you contact Carrier?

If you have any comments or questions or if there are other things we can do to maximize the value of this Websites, please email the Carrier <u>webmaster</u>.

If you wish to access, correct, update or erase your Personal Information, or if you have questions about Carrier's privacy practices in general or a complaint, please email privacy@carrier.com.

In the event that you are located in a country that is governed by the General Data Protection Regulation and would like to contact the local Data Protection Officer, please note that in your email and your inquiry will be directed to the appropriate person. If you wish to opt-out from sharing your Personal Information with us or have your Personal Information be removed, you should follow this link.

Last updated: December 18, 2019